

COOPERATION AGREEMENT

by and between

CITY OF BOSTON AND BOSTON REDEVELOPMENT AUTHORITY

THIS COOPERATION AGREEMENT, entered into as of the day
of , 1963, by and between the CITY OF BOSTON, a municipal corporation of THE COMMONWEALTH of Massachusetts (hereinafter referred to as the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created under the laws of said Commonwealth (hereinafter referred to as the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has on , 1963, adopted an Urban Renewal Plan (hereinafter referred to as the "Plan") for the Washington Park Urban Renewal Area, Project No. Mass. R-24 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved on , 1963, by the Mayor, with the approval of the City Council, of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition, and removal of structures in the Washington Park Urban Renewal Area (hereinafter referred to as the "Urban Renewal Area"), the installation of site improvements and public facilities and the disposition of land in the Urban Renewal Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949,

as amended, (hereinafter referred to as Title I), and also local grants-in-aid in order to carry out and complete the project; and

WHEREAS, under Title I such local grants-in-aid may consist of, among other things, cash grants; donations at cash value of certain real property, in the Urban Renewal Area; demolition or removal work in the Urban Renewal Area at the cost thereof; installation of site improvements and the provision at their cost of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America, under Title I, in the form of loans and grants;

NOW THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and will commence and carry out as expeditiously as possible each successive phase of the Project as funds are made available.

2. To help defray the cost of the Project, the Authority will comply with all necessary conditions; statutory or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.

3. The City will make local grants-in-aid (as heretofore defined) to the Authority in a total amount which, together with all other local grants-in-aid made to the Project, will equal at least one third of the actual net project cost of the Project as finally determined and approved by the Housing and Home Finance Administrator of the United States in accordance with Title I, and in accordance with a loan and grant contract to be entered into by and between the Authority and the United States of America, which amount is currently estimated at \$11,367,370.

4. After the execution of said loan and grant contract, the City, upon request by the Authority after the vacation and laying out of appropriate streets and public ways in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements and supporting facilities as required by the Plan for the Project in accordance with a reasonable schedule for the commencement of construction, which schedule shall be established and seasonably communicated by the Authority, acting by and through the Development Administrator, to the Mayor and to the appropriate board, officer or agent of the City. If, during the course of the Project it appears that such construction schedule, and/or the costs related thereto, are inappropriate or inaccurate, such schedule and costs may be amended by the joint agreement of the Development Administrator of the Authority and the Mayor. The locations indicated for the site improvements are to be determined by reference to the Plan for the Project.

5. After the execution of said loan and grant contract between the Authority and the United States, the City, acting by its Mayor, will recommend to the proper board or officer the construction of such supporting facilities as, in the opinion of the Authority, may be necessary or desirable in the execution of the Plan in accordance with a reasonable schedule established by the Authority acting by the Development Administrator.

If during the course of the Project it appears that the construction schedule, or the costs related thereto, is inappropriate or inaccurate, such schedule may be amended in each case by the joint agreement of the Development Administrator of the Authority and the Mayor or appropriate board or officer involved.

If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct such supporting facilities by the date or dates above set forth (or by such other dates as shall be mutually agreed upon as aforesaid), or shall fail diligently to prosecute said work to completion, then the City shall upon demand by the Authority, pay to the Authority two-thirds of the sums of money listed in the column entitled "Estimated Cost to be Credited to Project" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

6. If during the course of the project, revised estimates of net project cost are determined and approved by HHFA which make necessary additional local grants-in-aid to the Project, the City will,

upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

7. Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the Project up to an amount equal to one third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid therefore made to the Project shall total an amount in excess of one third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

8. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys and other public rights-of-way within the Urban Renewal Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Urban Renewal Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages incurred by reason of any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under

Chapter 79 of the General Laws of Massachusetts, as amended, by reason of such vacating or laying out.

9. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances rules and regulations regulating land uses in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

10. The Authority recognizes that the City, in accordance with Section 26R of Chapter 121, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Housing and Home Finance Administrator in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year 1961.

11. The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases, including the relocation of families to be displaced from the Urban Renewal Area.

12. The City will take steps appropriate to assure that no member of its governing body, and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Urban Renewal Area, or in any contract or proposed contract in connection with the carrying out of the Project.

13. The City agrees that each public facility provided as a non-cash local grant-in-aid shall be open to all persons without regard to race, creed, color, or natural origin.

14. This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF the City of Boston and the Boston Redevelopment Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

Attest:

City Clerk

(SEAL)

Attest:

Secretary

Approved as to Form:

General Counsel

CITY OF BOSTON

By _____
Mayor

BOSTON REDEVELOPMENT AUTHORITY

By _____
Chairman

Approved as to Form:

Corporation Counsel

